



Amendment No. 5
to
Agreement No. 4700 NG150000055
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH & MENTAL
RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN

(City ACT Expansion Combined)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Million Seventy Four Thousand Six Hundred Seventy Five dollars (\$1,074,675)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Nov. 1, 2014 – Apr. 30, 2017)	n/a	\$ 1,380,000
Amendment No. 1: Merge Agreement with Agreement No. NI130000022 and extend Agreement to December 31, 2017 (Nov. 1, 2014 – Dec. 31, 2017)	\$ 1,067,344	\$ 2,447,344
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Sept. 30, 2018)	\$806,006	\$ 3,253,350
Amendment No. 3: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,074,675	\$ 4,328,025
Amendment No. 4: Exercise Extension Option #3 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 1,074,675	\$ 5,402,700
Amendment No. 5: Exercise Extension Option #4 (Oct. 1, 2020 – Sept. 30, 2021)	\$ 1,074,675	\$ 6,477,375

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 11/10/2020]

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 11/10/2020]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 11/10/2020]

Exhibit B.3 -- Compensation Terms is added to the agreement.

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification is deleted in its entirety and replaced with a new **Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [Revised 4/13/2020]

- 4.0 The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

1.2 **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning October 1, 2020 through September 30, 2021.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **\$1,074,675 (One Million Seventy Four Thousand Six Hundred Seventy Five dollars)**. Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

4.2 Reports.

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1st weekday that is not a holiday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.3 Grantee Policies and Procedures.

4.3.1 Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.3.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.4 Monitoring and Evaluation.

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.5 **Financial Audit of Grantee.**

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.5.8 Right To Audit By Office of City Auditor.

4.5.8.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's offer, application and/or proposal to provide the services described in the attached Agreement Exhibits or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by either party, the non-defaulting party shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. If the Grantee is in default, the City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the non-defaulting party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the non-defaulting party as a result of the defaulting party's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 **Insurance.** The following insurance requirements apply:

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period unless otherwise approved by the City as evidenced by a "Risk Management Insurance Summary for Austin Public Health" that can be provided upon request of Grantee.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Social Services Contracts
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

- 6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
- c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided upon request. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 Equal Opportunity.

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement

awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 Americans with Disabilities Act (ADA) Compliance. No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 Authority. Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 Performance Standards. Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 Criminal Background Checks. Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or

persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.1.1 In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City, and those found in the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. To the extent provided by the laws and Constitution of the State of Texas, and without waiving any immunity or other protection to which it may otherwise be entitled, the Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.
(Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or,

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 TO THE EXTENT PROVIDED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, AND WITHOUT WAIVING ANY IMMUNITY TO WHICH IT MAY OTHERWISE BE ENTITLED, THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED

CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:
City of Austin
Austin Public Health
Health Equity and Community
Engagement Division
ATTN: Adrienne Sturup,
Assistant Director
7201 Levander Loop, Bldg. E
Austin, TX 78702

To the Grantee:
Austin Travis County Mental
Health & Mental Retardation
Center dba Integral Care

ATTN: David Evans, Chief
Executive Officer
1430 Collier Street
Austin, TX 78704

With copy to:
City of Austin
Austin Public Health

ATTN: Stephanie Hayden,
Director
7201 Levander Loop, Bldg. E
Austin, TX 78702

8.8 **Confidentiality.** In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information that is deemed confidential by applicable law, that the City has marked as "confidential", or that the City has otherwise notified Grantee in writing is confidential, and that is not known or available to the public (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the

Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 Advertising. Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 No Contingent Fees. The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 Gratuities. The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 Prohibition Against Personal Interest in Agreements. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 Independent Grantee. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 Assignment-Delegation. The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 **Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Agreement.

8.20 **Living Wage Policy (If Applicable)**

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:

- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and
- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at:

https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.

8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.

8.21 Subgrantees.

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday.
If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Each party acknowledges that the other party is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within either party's possession or to which either party has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information and that is acting as a Business Associate (as defined by HIPAA) of Grantee.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the applicable terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

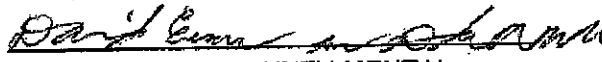
8.31 **Entire Agreement.** This Contract, together with the below Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE


Signature:


AUSTIN-TRAVIS COUNTY MENTAL
HEALTH & MENTAL RETARDATION
CENTER, dba INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street by David A. Welden
Austin, TX 78704 CAO/LFO

Date: 11/18/2020

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12/9/2020

DEFINITIONS

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

Program Work Statement

Program Goals and Objectives

Integral Care will provide individualized intensive services using the principles of an Assertive Community Treatment (ACT) Team. This team will provide intensive community based services to individuals with history of chronic homelessness and multiple health conditions. This program serves chronically homeless individuals as well as those who have been chronically homeless and are currently at risk of losing stable housing. The goal is to serve those who require intensive supports to obtain and/or maintain housing in order to achieve wellness and recovery.

In the event of a local, national or global pandemic or emergency, at the recommendation of the local health authority or agency discretion, the outlined programming may move to virtual formats where and while appropriate with approval of the contract manager. Virtual modality may continue as needed provided that all program responsibilities are met per the signed Agreement and performance is not negatively impacted. Once city and/or state mandates end, the agency will return to the initial intent of the programming.

Program Clients Served

Consumers will have access to this program via targeted outreach efforts or direct referrals from community partners. Using high utilizer lists from the Downtown Austin Community Court (DACC), Austin Resource Center for the Homeless (ARCH) and Utilization Management (UM) and/or Coordinated Assessment, the team will identify vulnerable consumers and high users of services. All services provided will be free of charge to the consumer. Individuals served by this program will be below 200% of the federal poverty level (FPL) and experiencing severe barriers to housing stability.

Individuals served through this program and included in Medicaid 1115 Waiver reporting to APH will meet the following eligibility criteria:

- must be uninsured or utilize Medicaid or Medicare
- must be assessed using the Adult Needs and Strengths Assessment (ANSA) at entry and after twelve months of program enrollment
- must have documented diagnoses of co-morbid conditions
- must be or have been chronically homeless

Per Exhibit A.3, Client Eligibility Requirements, clients served in this program fall into the homeless category, therefore residency requirements and income requirements outlined in Exhibit A.3 do not apply. Due to the challenging nature of engaging individuals in this program, all formal eligibility documents are to be completed within three (3) months of program entry.

Program Services and Delivery

ACT provides treatment, rehabilitation and support services to consumers who typically have a history of multiple hospitalization treatments, chronic health conditions, criminal justice involvement and chronic homelessness. ACT services include supported housing and co-occurring psychiatric and substance use disorder services as well as medical services. The team maintains a small consumer-to-staff caseload ratio of ten-to-one, and provides mobile services to homeless or formerly homeless individuals.

10-14 staff will provide a variety of services such as intensive case management, rehabilitation services,

Program Work Statement

and psychiatric services to the individuals served. The team will have a SOAR Specialist to assist with accessing benefits and a Certified Peer Specialist to assist with engagement and ongoing support. Consumers served by this team will also have access to nursing, psychiatric services and integrated care services.

Staff will engage consumers in their natural environment and provide them with "hands on" support and assistance to help them live in the community. The team will work collaboratively with the existing community engagement teams to identify eligible consumers and to develop engagement strategies to assist consumers with housing stability and intensive wrap around services.

Consumers will have access to a variety of services such as intensive housing stability services, benefits counseling and support, peer support services, furniture assistance, rental assistance, utility assistance, psychosocial rehabilitation, life skills training, medication management, substance abuse treatment, crisis support, 24 hour case management support, nursing services, psychiatric treatment, primary care services and medications.

System for Collecting and Reporting Program Data

Integral Care's staff is responsible for documenting all services into their electronic medical record system within 24 hours of service delivery. Integral Care's electronic medical record system (AZ) has multiple features to assist in data mining efforts and reporting. In addition, as a homeless services provider, Integral Care will enter data for all clients enrolled in this program into the Homelessness Management Information System (HMIS), as required. Integral Care will follow the HMIS Data Quality Assurance Plan and the policies and procedures as it relates to usage, data entry requirements, confidentiality and other usage terms as applicable. Assigned staff is responsible for monitoring the data entered in the system and data validation reports. Integral Care will monitor data entry to ensure high validity and data accuracy.

As required by the City of Austin, consumer needs will be assessed using the Adult Needs and Strengths Assessment (ANSA) several times throughout the year. As the Local Mental Health Authority in Travis County, Integral Care has been delegated the responsibility by Texas Health and Human Services Commission (HHSC) to use and implement this standardized tool as part of the provision of services. Certification is required to perform the ANSA. Therefore, all staff have been certified to perform this assessment and all consumers served are assessed using this tool.

Integral Care will work with the City of Austin to fulfill any additional reporting requirements deemed necessary to meet metrics and milestones for this Medicaid 1115 Waiver project.

Performance Evaluation

Integral Care's executive leadership team meets every month to review agency outcomes and trends. Data is used to assess program performance, service gaps, and patterns and to outline areas of opportunity.

Quality Improvement

Integral Care's Board of Directors reviews program performance by using a dash board to insure performance measures are met. Quality Improvement Plans are developed and monitored closely when an area is not meeting expectation to insure corrective actions are effective.

Program Work Statement

Service Coordination with Other Agencies

The relationship between housing providers and the ACT Team will be structured and operate in accordance with the principles of Housing First/Permanent Supportive Housing, which calls for a division of the roles and responsibilities of the Landlord/property manager and the service delivery team. This differentiation allows for the property manager to assume the role of enforcing the regulations of the lease while the supportive service teams assist the individual in learning skills to maintain housing stability. The service team role will be to respond to the consumers' needs and to facilitate the relationship between the property manager and the consumer. The team will be responsive to the landlords' concerns and will assist with crisis intervention when needed. The team works closely with landlords to identify concerns or behaviors prior to concerns becoming lease violations. The team will intervene early to prevent the consumer from violating the lease and will assist with lease violation resolutions if needed.

The team will provide landlords with a 24-hour contact phone number for emergencies and will respond immediately. The case manager to client ratio of 1:10 will allow for the intensive, individualized services needed to maintain a positive relationship with consumers and landlords.

Service Collaboration with Subgrantees

No subcontractor partnership is funded under this application. Integral Care has multiple formal and informal partnerships that will be leveraged for the provision of services to the target population. In addition, Integral Care works closely with organizations such as Foundation Communities, Family ELdercare, Downtown Austin COmmunity Court, Mental Health Public Defenders, Goodwill, Caritas, Salvation Army and Trinity Center among others.

Community Planning Activities

Integral Care staff will continue to be involved with our local continuum of care, and Ending Community Homeless Coalition (ECHO) and multiple workgroups. Integral Care is supporting the implementation of ECHO's coordinated assessment system via a HHSC grant and is actively engaged with the PSH Finance Leadership Committee with the City of Austin. Integral Care's CEO and Chief Program Operations Officer serve on broad based collaborative efforts that lead Austin's planning process to develop strategies to address homelessness and behavioral health.

Program Performance

Contract Term: 11/01/2014 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

Output - Unduplicated Clients Served

<u>City Goal</u>	<u>Other Funding Goal</u>	<u>Total Program Goal</u>
80	0	80

Outcomes - City Business Plan**HOUSING, HOMELESS INTERVENTION, BASIC NEEDS**

(Numerator / Denominator = Rate)

		<u>Goal</u>
Numerator	1C: Number of households receiving services that maintain housing due to receiving essential serv	65
Demoninator	1C: Number of households receiving essential services	80
Rate	1C: Percent of households that maintain housing due to receiving essential services	81.25%

Outcomes - Supplemental**BEHAVIORAL HEALTH, TREATMENT PLANS**

(Numerator / Denominator = Rate)

		<u>Goal</u>
Numerator	Number of individuals receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment on the ANSA	32
Demoninator	Number of individuals receiving specialized interventions for at least 12 months	80
Rate	Percentage of individuals receiving specialized interventions for at least 12 months who demonstrate improved functional status on the ANSA	40.00%

Program Budget and Narrative

Contract Term: 11/01/2014 - 09/30/2021

Program Period: 10/01/2020 - 09/30/2021

	City Funds	Other Funds	Total
Personnel			
Salaries	\$559,439.00	\$110,256.00	\$669,695.00
Fringe and Payroll Taxes	\$167,912.00	\$15,501.00	\$183,413.00
	\$727,351.00	\$125,757.00	\$853,108.00
Operations			
General Operations	\$295,257.00	\$10,495.00	\$305,752.00
Outsourced Professional Services	\$18,087.00	\$1,692.00	\$19,779.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin and/or Travis County	\$0.00	\$0.00	\$0.00
	\$313,344.00	\$12,187.00	\$325,531.00
Assistance to Clients			
Rental/Mortgage Assistance	\$7,640.00	\$0.00	\$7,640.00
General Housing Assistance	\$17,619.00	\$0.00	\$17,619.00
Direct Client Assistance	\$6,100.00	\$10,000.00	\$16,100.00
Client Food and Beverage	\$2,620.00	\$0.00	\$2,620.00
	\$33,979.00	\$10,000.00	\$43,979.00
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$0.00	\$0.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	\$1.00	\$0.00	\$1.00
	\$1.00	\$0.00	\$1.00
Other			
Other	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total	\$1,074,675.00	\$147,944.00	\$1,222,619.00

Program Budget and Narrative

Personnel

Salaries: Salaries and wages for Program Manager, Registered Nurse, Licensed Professional of the Healing Arts, Qualified Mental Health Provider, Advance Practioner Nurse, Peer Support, Medical Administrator

Fringe and Payroll Taxes: Payroll taxes, health and dental insurance, Employee Assistance Program (EAP), workers compensation, retirement benefits

Operations

General Operations: Network and telecom system maintenance and usage, internet, facility expense, general liability insurance, office supplies, and administrative indirect

Outsourced Professional Services: Interpreters and temporary payeeship services

Assistance to Clients

Rental/Mortgage: Rent Subsidies

General Housing Assistance: Client security deposits, utilities, rental app fees, rental late fees, household supplies and furnishing

Direct Client Assistance: Client personal items, medical costs, bus, taxi and rideshare

Client Food and Beverage: Client meals and snacks

Capital Outlay

Deliverables Amount

Program Subgrantees

Program Income

Medicaid Reimbursement

Other



City of Austin

Social Services Compensation Terms

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.

2. **Request for Payment**

Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1st weekday that is not a holiday immediately following the weekend or holiday.**

3. **Documentation**

3.1. **FOR DELIVERABLE AGREEMENTS:** Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly payment request where an agreement deliverable is being submitted.

3.2. **FOR REIMBURSEABLE AGREEMENTS:** Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.

3.2.1. Appropriate supporting documentation includes:

- General Ledger Detail report from the Grantee's financial management system
- Transaction Detail by Account Report from the Grantee's financial management system
- Other reports that meet all of the following specifications:
 - produced from the Grantee's accounting system with no manual changes or adjustments
 - submitted in PDF format
 - includes date the report was created
 - demonstrates specific expenses for which reimbursement is being requested
 - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.

4. **Right of Final Approval.**

The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may, , result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

5. Payment.

5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

5.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

5.3.1 delivery of services by the Grantee that do not meet Agreement requirements;

5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

5.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Grantee;

5.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;

5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

6. Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

7. **Travel Expenses** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

8. **Final Payment and Close-Out**

8.2 The making and acceptance of final payment will constitute:

8.2.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

8.2.2 a waiver of all claims by the Grantee against the City other than those (1) previously asserted in writing and not yet settled; (2) arising from failure of the City to comply with the Agreement specified herein, regardless of when the cause for a claim is discovered; or (3) arising from the City's continuing obligations under the Agreement.

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

- 9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.
- 9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

10. Allowable and Unallowable Costs

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

- 10.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

- 10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be reasonable for the performance of the activity under the Agreement
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government- financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented

- 10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;

3. Equipment and other capital expenditures;
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) (*Self-insurance reserves and pension funds are allowable*);
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

11. Ownership of Property.

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from Travis County, ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Contract Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION,
ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,

demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

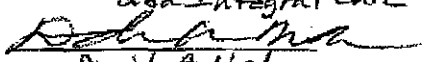
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of November, 2020

CONTRACTOR

Authorized
Signature

Title

Austin-Travis County Mental Health
and Mental Retardation Center
dba Integral Care

David A. Wedon
CAO/CFO

PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.
- C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

INTERESTED PARTIES DISCLOSURE (FORM 1295)

As a condition to entering the Contract, the Business Entity constituting the Grantee must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring City Council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.



Amendment No. 4
to
Agreement No. 9100 NG150000055
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH & MENTAL
RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN

(City ACT Expansion Combined)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Million Seventy Four Thousand Six Hundred Seventy Five dollars (\$1,074,675)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Nov. 1, 2014 – Apr. 30, 2017)	n/a	\$ 1,380,000
Amendment No. 1: Merge Agreement with Agreement No. NI130000022 and extend Agreement to December 31, 2017 (Nov. 1, 2014 – Dec. 31, 2017)	\$ 1,067,344	\$ 2,447,344
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Sept. 30, 2018)	\$806,006	\$ 3,253,350
Amendment No. 3: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,074,675	\$ 4,328,025
Amendment No. 4: Exercise Extension Option #3 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 1,074,675	\$ 5,402,700

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 – Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 – Program Work Statement**. [Revised 9/11/2019]

Exhibit A.2 – Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 – Program Performance Measures**. [Revised 6/5/2019]

Exhibit B.1 – Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 – Program Budget and Narrative**. [Revised 5/7/2019]

4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.1 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$1,074,675 (One Million Seventy Four Thousand Six Hundred Seventy Five dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature: _____

AUSTIN TRAVIS COUNTY MENTAL
HEALTH MENTAL RETARDATION CENTER,
dba INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 9/12/19

CITY OF AUSTIN

Signature: _____

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10-30-19

Program Work Statement

Contract Start Date

11/1/2014

Contract End Date

9/30/2020

Program Goals And Objectives

Integral Care will provide individualized intensive services using the principles of an Assertive Community Treatment (ACT) Team. This team will provide intensive community based services to individuals with history of chronic homelessness and multiple health conditions. This program serves chronically homeless individuals as well as those who have been chronically homeless and are currently at risk of losing stable housing. The goal is to serve those who require intensive supports to obtain and/or maintain housing in order to achieve wellness and recovery.

Program Clients Served

Consumers will have access to this program via targeted outreach efforts or direct referrals from community partners. Using high utilizer lists from the Downtown Austin Community Court (DACC), Austin Resource Center for the Homeless (ARCH) and Utilization Management (UM) and/or Coordinated Assessment, the team will identify vulnerable consumers and high users of services. All services provided will be free of charge to the consumer. Individuals served by this program will be below 200% of the federal poverty level (FPL) and experiencing severe barriers to housing stability.

Individuals served through this program and included in Medicaid 1115 Waiver reporting to APH will meet the following eligibility criteria:

must be uninsured or utilize Medicaid or Medicare

must be assessed using the Adult Needs and Strengths Assessment (ANSA) at entry

and after twelve months of program enrollment

must have documented diagnoses of co-morbid conditions

must be or have been chronically homeless

Per Exhibit A.3, Client Eligibility Requirements, clients served in this program fall into the homeless category, therefore residency requirements and income requirements outlined in Exhibit A.3 do not apply. Due to the challenging nature of engaging individuals in this program, all formal eligibility documents are to be completed within three (3) months of program entry.

Program Services And Delivery

ACT provides treatment, rehabilitation and support services to consumers who typically have a history of multiple hospitalization treatments, chronic health conditions, criminal justice involvement and chronic homelessness. ACT services include supported housing and co-occurring psychiatric and substance use disorder services as well as medical services. The team maintains a small consumer-to-staff caseload ratio of ten-to-one, and provides mobile services to homeless or formerly homeless individuals.

10-14 staff will provide a variety of services such as intensive case management, rehabilitation services, and psychiatric services to the individuals served. The team will have a SOAR Specialist to assist with accessing benefits and a Certified Peer Specialist to assist with engagement and ongoing support. Consumers served by this team will also have access to nursing, psychiatric services and integrated care services.

Staff will engage consumers in their natural environment and provide them with "hands on" support and assistance to help them live in the community. The team will work collaboratively with the existing community engagement teams to identify eligible consumers and to develop engagement strategies to assist consumers with housing stability and intensive wrap around services.

Consumers will have access to a variety of services such as intensive housing stability services, benefits counseling and support, peer support services, furniture assistance, rental assistance, utility assistance, psychosocial rehabilitation, life skills training, medication management, substance abuse treatment, crisis support, 24 hour case management support, nursing services, psychiatric treatment, primary care services and medications.

System for Collecting and Reporting Program Data

Integral Care's staff is responsible for documenting all services into their electronic medical record system within 24 hours of service delivery. Integral Care's electronic medical record system (AZ) has multiple features to assist in data mining efforts and reporting.

In addition, as a homeless services provider, Integral Care will enter data for all clients enrolled in this program into the

Created 11/25/2015 8:46:00 AM

Last Modified, If Applicable 9/11/2019 7:24:00 AM

Program Work Statement

Contract Start Date 11/1/2014 ***Contract End Date*** 9/30/2020

Homelessness Management Information System (HMIS), as required. Integral Care will follow the HMIS Data Quality Assurance Plan and the policies and procedures as it relates to usage, data entry requirements, confidentiality and other usage terms as applicable. Assigned staff is responsible for monitoring the data entered in the system and data validation reports. Integral Care will monitor data entry to ensure high validity and data accuracy.

As required by the City of Austin, consumer needs will be assessed using the Adult Needs and Strengths Assessment (ANSA) several times throughout the year. As the Local Mental Health Authority in Travis County, Integral Care has been delegated the responsibility by the DSHS Council to use and implement this standardized tool as part of the provision of services. Certification is required to perform the ANSA. Therefore, all staff have been certified to perform this assessment and all consumers served are assessed using this tool.

Integral Care will work with the City of Austin to fulfill any additional reporting requirements deemed necessary to meet metrics and milestones for this Medicaid 1115 Waiver project.

Performance Evaluation

Integral Care's executive leadership team meets every month to review agency outcomes and trends. Data is used to assess program performance, service gaps, and patterns and to outline areas of opportunity.

Quality Improvement

Integral Care's Board of Directors reviews program performance by using a dash board to insure performance measures are met. Quality Improvement Plans are developed and monitored closely when an area is not meeting expectation to insure corrective actions are effective.

Service Coordination with Other Agencies

This team will complement the Home Front Team and will provide a Qualified Mental Health Professional to Green Doors, as needs are identified. All staff members will be managed by the Integral Care Practice Manager and Program Manager responsible for oversight of the ACT team in close relationship with the management of Front Steps and Green Doors. Together with the existing staff of the aforementioned teams, the proposed staffing will provide sufficient coverage to meet the 1-10 staffing ratio.

Weekly team meetings will be held with the staff and their prospective teams to review potential referrals and coordinate care. All referrals will be approved by a program manager responsible for the oversight of this project. Integral Care staff will assume the responsibility for performance reporting and data entry into HMIS, for this project.

The relationship between housing providers and the ACT Team will be structured and operate in accordance with the principles of Housing First/Permanent Supportive Housing, which calls for a division of the roles and responsibilities of the Landlord/property manager and the service delivery team. This differentiation allows for the property manager to assume the role of enforcing the regulations of the lease while the supportive service teams assist the individual in learning skills to maintain housing stability. The service team role will be to respond to the consumers' needs and to facilitate the relationship between the property manager and the consumer. The team will be responsive to the landlords' concerns and will assist with crisis intervention when needed. The team works closely with landlords to identify concerns or behaviors prior to concerns becoming lease violations. The team will intervene early to prevent the consumer from violating the lease and will assist with lease violation resolutions if needed.

The team will provide landlords with a 24-hour contact phone number for emergencies and will respond immediately. The case manager to client ratio of 1:10 will allow for the intensive, individualized services needed to maintain a positive relationship with consumers and landlords.

Service Collaboration with Other Agencies

No subcontractor partnership is funded under this application. Integral Care has multiple formal and informal partnerships that will be leveraged for the provision of services to the target population. Among the partnerships is the relationship with CommUnity Care as a provider of primary care services. In addition, Integral Care works closely with organizations such as Foundation Communities, Goodwill, Caritas, Salvation Army and Trinity Center among others.

Program Work Statement

Contract Start Date 11/1/2014

Contract End Date 9/30/2020

Community Planning Activities

Integral Care staff will continue to be involved with our local continuum of care, and Ending Community Homeless Coalition (ECHO) and multiple workgroups. Integral Care is supporting the implementation of ECHO's coordinated assessment system via a DSHS grant and is actively engaged with the PSH Finance Leadership Committee with the City of Austin. Integral Care's CEO and Chief Program Operations Officer serve on broad based collaborative efforts that lead Austin's planning process to develop strategies to address homelessness and behavioral health.

Program Performance Measures

<i>Contract Start</i>		<i>Contract End</i>	<i>Period Performance Start</i>		<i>Period Performance End</i>		
11/1/2014		9/30/2020	10/1/2019		9/30/2020		
			<i>Outputs</i>				
<i>OP</i> #	<i>Output Measure</i> <i>Description</i>			<i>Period Goal</i>			
				<i>City</i>	<i>Other</i>	<i>Total</i>	
1	Total Number of Unduplicated Clients Served			80		80	

Program Performance Measures

	<i>Contract Start</i> 11/1/2014	<i>Contract End</i> 9/30/2020	<i>Period Performance Start</i> 10/1/2019	<i>Period Performance End</i> 9/30/2020	
	<i>Outcomes</i>				
<i>OC Item</i>	<i>Outcome Measure Description</i>				<i>Total Program Goal</i>
1 Num	Number of individuals receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment on the ANSA				32
1 Den	Number of individuals receiving specialized interventions for at least 12 months				80
1 Rate	Percentage of individuals receiving specialized interventions for at least 12 months who demonstrate improved functional status on the ANSA				40
2 Num	Number of households receiving services that maintain housing due to receiving essential services				65
2 Den	Number of households receiving essential services				80
2 Rate	Percent of households that maintain housing due to receiving essential services				81.25

Program Budget and Narrative

Program Start 10/1/2019
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$827,500.00	\$0.00	\$827,500.00
General Operations Expenses	\$215,904.00	\$0.00	\$215,904.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$3,305.00	\$0.00	\$3,305.00
Conferences	\$1,101.00	\$0.00	\$1,101.00
Operations SubTotal	\$220,310.00	\$0.00	\$220,310.00
Food and Beverages for Clients	\$806.00	\$0.00	\$806.00
Financial Direct Assistance to Clients	\$26,059.00	\$0.00	\$26,059.00
Other Assistance	Program Income - Medicaid Reimbursement		
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$26,865.00	\$0.00	\$26,865.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$1,074,675.00	\$0.00	\$1,074,675.00

Detailed Budget Narrative

Salaries plus Benefits

Salaries with associated FICA, Worker's Comp, Health, Unemployment and Life Insurance

General Op Expenses

Program and operating supplies/equipment, occupancy, software and computers, communication, interpreter services, audit, insurance, training, printing, copying and marketing expenses, in-region travel, indirect administrative expenses, programmatic expenses for client recreation, utilities, parking, pest control, postage, subscription fees, license fees, janitorial expenses

Program Subgrantees

Staff Travel

Staff transportation, travel expenses, and per diem for conferences and training outside of Travis County

Conferences

Conference and training registration/fees outside of Travis County

Food and Beverage

Groceries for clients

Financial Assistance

Additional supports provided to/for clients in the form of rent subsidies, deposits, housing location expenses, utilities, household items, furniture, transportation, medical assistance and supplies, identification, other items to assist with housing stability such as bedbug treatment or legal fees

Other Assistance

Credited amounts for Program Income, typically Medicaid reimbursed expenses

Program Budget and Narrative

Capital Outlay



Amendment No. 3
to
Agreement No. NG150000055
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH & MENTAL
RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN

(City ACT Expansion Combined)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **One Million Seventy Four Thousand Six Hundred Seventy Five dollars (\$1,074,675)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Nov. 1, 2014 – Apr. 30, 2017)	n/a	\$ 1,380,000
Amendment No. 1: Merge Agreement with Agreement No. NI130000022 and extend Agreement to December 31, 2017 (Nov. 1, 2014 – Dec. 31, 2017)	\$ 1,067,344	\$ 2,447,344
Amendment No. 2: Exercise Extension Option #1 (Jan. 1, 2018 – Sept. 30, 2018)	\$806,006	\$ 3,253,350
Amendment No. 3: Exercise Extension Option #2 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 1,074,675	\$ 4,328,025

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 8/2/2018]


Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 7/16/2018]

- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

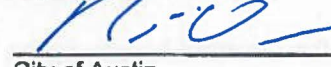
Signature: _____


AUSTIN TRAVIS COUNTY MENTAL
HEALTH MENTAL RETARDATION CENTER,
dba INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 9.4.18

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 10-10-18

Program Performance Measures

Contract Start
11/1/2014

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outputs

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	60		60

Program Performance Measures

Contract Start
11/1/2014

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outcomes

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment on the ANSA	24
1 Den	Number of individuals receiving specialized interventions for at least 12 months	60
1 Rate	Percentage of individuals receiving specialized interventions for at least 12 months who demonstrate improved functional status on the ANSA	40
2 Num	Number of households receiving services that maintain housing due to receiving essential services	48
2 Den	Number of households receiving essential services	60
2 Rate	Percent of households that maintain housing due to receiving essential services	80

Program Budget and Narrative

Program Start 10/1/2018
Program End 9/30/2019

	City Share	Other	Total
Salary plus Benefits	\$827,500.00	\$0.00	\$827,500.00
General Operations Expenses	\$215,904.00	\$0.00	\$215,904.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$3,305.00	\$0.00	\$3,305.00
Conferences	\$1,101.00	\$0.00	\$1,101.00
Operations SubTotal	\$220,310.00	\$0.00	\$220,310.00
Food and Beverages for Clients	\$806.00	\$0.00	\$806.00
Financial Direct Assistance to Clients	\$26,059.00	\$0.00	\$26,059.00
Other Assistance	Program Income - Medicaid Reimbursement		
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$26,865.00	\$0.00	\$26,865.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$1,074,675.00	\$0.00	\$1,074,675.00

Detailed Budget Narrative

Salaries plus Benefits

Salaries with associated FICA, Worker's Comp, Health, Unemployment and Life Insurance

General Op Expenses

Program and operating supplies/equipment, occupancy, software and computers, communication, interpreter services, audit, insurance, training, printing, copying and marketing expenses, in-region travel, indirect administrative expenses, programmatic expenses for client recreation, utilities, parking, pest control, postage, subscription fees, license fees, janitorial expenses

Program Subgrantees

Staff Travel

Staff transportation, travel expenses, and per diem for conferences and training outside of Travis County

Conferences

Conference and training registration/fees outside of Travis County

Food and Beverage

Groceries for clients

Financial Assistance

Additional supports provided to/for clients in the form of rent subsidies, deposits, housing location expenses, utilities, household items, furniture, transportation, medical assistance and supplies, identification, other items to assist with housing stability such as bedbug treatment or legal fees

Other Assistance

Credited amounts for Program Income, typically Medicaid reimbursed expenses

Program Budget and Narrative
Capital Outlay



Amendment No. 2
to
Agreement No. NG150000055
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH & MENTAL
RETARDATION CENTER**
DBA
INTEGRAL CARE
and the
CITY OF AUSTIN

(City ACT Expansion Combined)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is *Eight Hundred Six Thousand and Six dollars (\$806,006)*. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (11/1/2014 – 4/30/2017)	n/a	\$ 1,380,000
Amendment No. 1: Merge Agreement with Agreement No. NI130000022 and extend Agreement to December 31, 2017 (11/1/2014 – 12/31/2017)	\$ 1,067,344	\$ 2,447,344
Amendment No. 2: Exercise 9-mos. Extension Option and add funds to Agreement (1/1/2018 – 9/30/2018)	\$806,006	\$ 3,253,350

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 1/16/2018]*

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 2/4/2018]*

Exhibit B.1 – Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 – Program Budget and Narrative. [Revised 2/4/2018]

- 4.0 MBE/WBE goals were not established for this Agreement.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 6.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 7.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

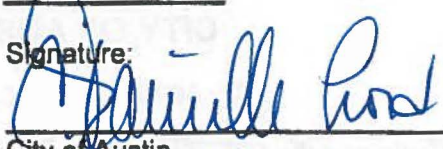
Signature: _____


AUSTIN TRAVIS COUNTY MENTAL
HEALTH MENTAL RETARDATION CENTER,
dba INTEGRAL CARE
David Evans, Chief Executive Officer
1430 Collier Street
Austin, TX 78704

Date: 2.23.18

CITY OF AUSTIN

Signature: _____


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 4/17/18

Program Work Statement

Contract Start Date	11/1/2014	Contract End Date	9/30/2018
----------------------------	------------------	--------------------------	------------------

Program Goals And Objectives

Integral Care will provide individualized intensive services using the principles of an Assertive Community Treatment (ACT) Team. This team will provide intensive community based services to individuals with history of chronic homelessness and multiple health conditions. This program serves chronically homeless individuals as well as those who have been chronically homeless and are currently at risk of losing stable housing. The goal is to serve those who require intensive supports to obtain and/or maintain housing in order to achieve wellness and recovery.

Program Clients Served

Consumers will have access to this program via targeted outreach efforts or direct referrals from community partners. Using high utilizer lists from the Downtown Austin Community Court (DACC), Austin Resource Center for the Homeless (ARCH) and Utilization Management (UM) and/or Coordinated Assessment, the team will identify vulnerable consumers and high users of services. All services provided will be free of charge to the consumer. Individuals served by this program will be below 200% of the federal poverty level (FPL) and experiencing severe barriers to housing stability.

Individuals served through this program and included in Medicaid 1115 Waiver reporting to APH will meet the following eligibility criteria:

- must be uninsured or utilize Medicaid
- must be assessed using the Adult Needs and Strengths Assessment (ANSA) at entry and after twelve months of program enrollment
- must have documented diagnoses of co-morbid or tri-morbid conditions (see Exhibit A.2 – Program Performance Measures)
- must be or have been chronically homeless

Per Exhibit A.3, Client Eligibility Requirements, clients served in this program fall into the homeless category, therefore residency requirements and income requirements outlined in Exhibit A.3 do not apply. Due to the challenging nature of engaging individuals in this program, all formal eligibility documents are to be completed within three (3) months of program entry.

Program Services And Delivery

ACT provides treatment, rehabilitation and support services to consumers who typically have a history of multiple hospitalization treatments, chronic health conditions, criminal justice involvement and chronic homelessness. ACT services include supported housing and co-occurring psychiatric and substance use disorder services as well as medical services. The team maintains a small consumer-to-staff caseload ratio of ten-to-one, and provides mobile services to homeless or formerly homeless individuals.

10-14 staff will provide a variety of services such as intensive case management, rehabilitation services, and psychiatric services to the individuals served. The team will have a SOAR Specialist to assist with accessing benefits and a Certified Peer Specialist to assist with engagement and ongoing support. Consumers served by this team will also have access to nursing, psychiatric services and integrated care services.

Staff will engage consumers in their natural environment and provide them with "hands on" support and assistance to help them live in the community. The team will work collaboratively with the existing community engagement teams to identify eligible consumers and to develop engagement strategies to assist consumers with housing stability and intensive wrap around services.

Consumers will have access to a variety of services such as intensive housing stability services, benefits counseling and support, peer support services, furniture assistance, rental assistance, utility assistance, psychosocial rehabilitation, life skills training, medication management, substance abuse treatment, crisis support, 24 hour case management support, nursing services, psychiatric treatment, primary care services and medications.

System for Collecting and Reporting Program Data

Integral Care's staff is responsible for documenting all services into their electronic medical record system within 24 hours of service delivery. Integral Care's electronic medical record system (AZ) has multiple features to assist in data mining efforts and reporting.

Created 11/25/2015 8:46:00 AM

Last Modified, If Applicable 1/16/2018 1:47:00 PM

Program Work Statement

Contract Start Date 11/1/2014 **Contract End Date** 9/30/2018

In addition, as a homeless services provider, Integral Care will enter data for all clients enrolled in this program into the Homelessness Management Information System (HMIS), as required. Integral Care will follow the HMIS Data Quality Assurance Plan and the policies and procedures as it relates to usage, data entry requirements, confidentiality and other usage terms as applicable. Assigned staff is responsible for monitoring the data entered in the system and data validation reports. Integral Care will monitor data entry to ensure high validity and data accuracy.

As required by the City of Austin, consumer needs will be assessed using the Adult Needs and Strengths Assessment (ANSA) several times throughout the year. As the Local Mental Health Authority in Travis County, Integral Care has been delegated the responsibility by the DSHS Council to use and implement this standardized tool as part of the provision of services. Certification is required to perform the ANSA. Therefore, all staff have been certified to perform this assessment and all consumers served are assessed using this tool.

Integral Care will work with the City of Austin to fulfill any additional reporting requirements deemed necessary to meet metrics and milestones for this Medicaid 1115 Waiver project.

Performance Evaluation

Integral Care's executive leadership team meets every month to review agency outcomes and trends. Data is used to assess program performance, service gaps, and patterns and to outline areas of opportunity.

Quality Improvement

Integral Care's Board of Directors reviews program performance by using a dash board to insure performance measures are met. Quality Improvement Plans are developed and monitored closely when an area is not meeting expectation to insure corrective actions are effective.

Service Coordination with Other Agencies

This team will complement the Home Front Team and will provide a Qualified Mental Health Professional to Green Doors, as needs are identified. All staff members will be managed by the Integral Care Practice Manager and Program Manager responsible for oversight of the ACT team in close relationship with the management of Front Steps and Green Doors. Together with the existing staff in the aforementioned teams, the proposed staffing will provide sufficient coverage to meet the 1-10 staffing ratio.

Weekly team meetings will be held with the staff and their prospective teams to review potential referrals and coordinate care. All referrals will be approved by a program manager responsible for the oversight of this project. Integral Care staff will assume the responsibility for performance reporting and data entry into HMIS, for this project.

The relationship between housing providers and the ACT Team will be structured and operate in accordance with the principles of Housing First/Permanent Supportive Housing, which calls for a division of the roles and responsibilities of the Landlord/property manager and the service delivery team. This differentiation allows for the property manager to assume the role of enforcing the regulations of the lease while the supportive service teams assist the individual in learning skills to maintain housing stability. The service team role will be to respond to the consumers' needs and to facilitate the relationship between the property manager and the consumer. The team will be responsive to the landlords' concerns and will assist with crisis intervention when needed. The team works closely with landlords to identify concerns or behaviors prior to concerns becoming lease violations. The team will intervene early to prevent the consumer from violating the lease and will assist with lease violation resolutions if needed.

The team will provide landlords with a 24-hour contact phone number for emergencies and will respond immediately. The case manager to client ratio of 1:10 will allow for the intensive, individualized services needed to maintain a positive relationship with consumers and landlords.

Service Collaboration with Other Agencies

No subcontractor partnership is funded under this application. Integral Care has multiple formal and informal partnerships that will be leveraged for the provision of services to the target population. Among the partnerships is the relationship with CommUnity Care as a provider of primary care services. In addition, Integral Care works closely with organizations such as Foundation Communities, Goodwill, Caritas, Salvation Army and Trinity Center among others.

Created 11/25/2015 8:46:00 AM

Last Modified, If Applicable 1/16/2018 1:47:00 PM

Program Work Statement

Contract Start Date 11/1/2014 ***Contract End Date*** 9/30/2018

Community Planning Activities

Integral Care staff will continue to be involved with our local continuum of care, and Ending Community Homeless Coalition (ECHO) and multiple workgroups. Integral Care is supporting the implementation of ECHO's coordinated assessment system via a DSHS grant and is actively engaged with the PSH Finance Leadership Committee with the City of Austin. Integral Care's CEO and Chief Program Operations Officer serve on broad based collaborative efforts that lead Austin's planning process to develop strategies to address homelessness and behavioral health.

Program Performance Measures

Contract Start
11/1/2014

Contract End
9/30/2018

Period Performance Start
1/1/2018

Period Performance End
9/30/2018

Outputs

OP **Output Measure**
**Description**

Period Goal

City **Other** **Total**

1 Total Number of Unduplicated Clients Served

60

60

Program Performance Measures

Contract Start
11/1/2014

Contract End
9/30/2018

Period Performance Start
1/1/2018

Period Performance End
9/30/2018

Outcomes

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment on the ANSA	12
1 Den	Number of individuals receiving specialized interventions for at least 12 months	60
1 Rate	Percentage of individuals receiving specialized interventions for at least 12 months who demonstrate improved functional status on the ANSA	20

Program Budget and Narrative

Program Start 1/1/2018
Program End 9/30/2018

	City Share	Other	Total
Salary plus Benefits	\$622,254.00	\$0.00	\$622,254.00
General Operations Expenses	\$161,870.00	\$0.00	\$161,870.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$1,920.00	\$0.00	\$1,920.00
Conferences	\$900.00	\$0.00	\$900.00
Operations SubTotal	\$164,690.00	\$0.00	\$164,690.00
Food and Beverages for Clients	\$600.00	\$0.00	\$600.00
Financial Direct Assistance to Clients	\$18,462.00	\$0.00	\$18,462.00
Other Assistance	Program Income - Medicaid Reimbursement		
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$19,062.00	\$0.00	\$19,062.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$806,006.00	\$0.00	\$806,006.00

Detailed Budget Narrative

Salaries plus Benefits

Salaries with associated FICA, Worker's Comp, Health, Unemployment and Life Insurance

General Op Expenses

Program and operating supplies/equipment, occupancy, software and computers, communication, interpreter services, audit, insurance, training, printing, copying and marketing expenses, in-region travel, indirect administrative expenses, programmatic expenses for client recreation, utilities, parking, pest control, postage, subscription fees, license fees, janitorial expenses

Program Subgrantees

Staff Travel

Staff transportation, travel expenses, and per diem for conferences and training outside of Travis County

Conferences

Conference and training registration/fees outside of Travis County

Food and Beverage

Groceries for clients

Financial Assistance

Additional supports provided to/for clients in the form of rent subsidies, deposits, housing location expenses, utilities, household items, furniture, transportation, medical assistance and supplies, identification, other items to assist with housing stability such as bedbug treatment or legal fees

Other Assistance

Credited amounts for Program Income, typically Medicaid reimbursed expenses

Created 2/4/2018 11:58:00 AM

Last Modified, If Applicable 3/5/2018 10:10:00 AM

Program Budget and Narrative
Capital Outlay



Amendment No. 1
to
Contract No. NG150000055
for
Social Services
between
**AUSTIN TRAVIS COUNTY MENTAL HEALTH & MENTAL
RETARDATION CENTER**
DBA
AUSTIN TRAVIS COUNTY INTEGRAL CARE
and the
CITY OF AUSTIN

(City ACT Expansion Combined)

- 1.0 The City of Austin and the Contractor hereby agree to amend the above-referenced Contract to combine this Contract with the services and compensation awarded pursuant to Contract No. NI130000022 for the provision of Permanent Supportive Housing Services funded by 1115 Waiver funds, and to extend the Contract to December 31, 2017. The City Council approved a combined total of \$3,130,000 in funding for these two contracts. The balance of unspent 1115 Waiver funds for Contract No. NI130000022 will be added to this Contract
- 2.0 The total amount for this Amendment to the Agreement is *One Million Sixty Seven Thousand Three Hundred Forty Four dollars (\$1,067,344)*. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (11/1/2014 – 4/30/2017)	n/a	\$ 1,380,000
Amendment No. 1: Merge Contract with Contract No. NI130000022 and extend Contract to December 31, 2017 (11/1/2014 – 12/31/2017)	\$ 1,067,344	\$ 2,447,344

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 6/17/2016]*

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. *[Revised 7/12/2016]*

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 7/13/2016]

4.0 The following contract TERMS and CONDITIONS have been deleted:

Section 4.1.1.1 (i) [Budget Revision]

Section 4.1.1.2 [Transfers in excess of 10%]

Section 4.1.2 [Payment to the Grantee]

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

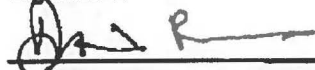
7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature:

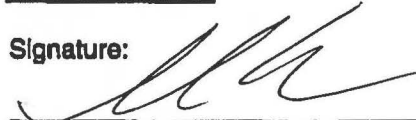


AUSTIN TRAVIS COUNTY MENTAL
HEALTH MENTAL RETARDATION
CENTER, dba AUSTIN TRAVIS COUNTY
INTEGRAL CARE
David Evans, Executive Director
1430 Collier Street
Austin, TX 78704

Date: 8.18.16

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 08-26-2016

Program Work Statement

Contract Start Date	11/1/2014	Contract End Date	12/31/2017
---------------------	-----------	-------------------	------------

Program Goals And Objectives

ATCIC will provide individualized intensive services using the principles of an Assertive Community Treatment (ACT) Team. This team will provide intensive community based services to individuals with history of chronic homelessness and multiple health conditions. The program is an expansion of the Medicaid 1115 Waiver Housing First City ACT Team, and embeds ATCIC staff within Front Step's Home Front team and Green Doors' supportive services team to serve more individuals with complex needs. This program serves chronically homeless individuals as well as those who have been chronically homeless and are currently at risk of losing stable housing. The goal is to serve those who require intensive supports to obtain and/or maintain housing in order to achieve wellness and recovery.

Program Clients Served

Consumers will have access to this program via targeted outreach efforts or by direct referral from Green Doors or housing providers needing supports to maintain a consumer in housing. Using high utilizer lists from the Downtown Austin Community Court (DACC), Austin Resource Center for the Homeless (ARCH) and Utilization Management (UM) and/or Coordinated Assessment, the team will identify vulnerable consumers and high users of services. All services provided will be free of charge to the consumer. Individuals served by this program will be below 200% of the federal poverty level (FPL) and experiencing severe barriers to housing stability.

Individuals served through this program and included in Medicaid 1115 Waiver reporting to HHSD will meet the following eligibility criteria:

- must be uninsured or utilize Medicaid
- must be assessed using the Adult Needs and Strengths Assessment (ANSA) at entry and after twelve months of program enrollment
- must have documented diagnoses of co-morbid or tri-morbid conditions (see Exhibit A.2 – Program Performance Measures)
- must be or have been chronically homeless

Per Exhibit A.3, Client Eligibility Requirements, clients served in this program fall into the homeless category, therefore residency requirements and income requirements outlined in Exhibit A.3 do not apply. Due to the challenging nature of engaging individuals in this program, all formal eligibility documents are to be completed within three (3) months of program entry.

Program Services And Delivery

ACT provides treatment, rehabilitation and support services to consumers who typically have a history of multiple hospitalization treatments, chronic health conditions, criminal justice involvement and chronic homelessness. ACT services include supported housing and co-occurring psychiatric and substance use disorder services as well as medical services. The team maintains a small consumer-to-staff caseload ratio of ten-to-one, and provides mobile services to homeless or formerly homeless individuals.

10-14 staff will provide a variety of services such as intensive case management, rehabilitation services, and psychiatric services to the individuals served. Qualified Mental Health Professionals (QMHP) will be embedded within the Home Front Team and Green Doors to provide behavioral health services, housing supports and to leverage resources provided by ATCIC's array of services. One QMHP will be embedded with Front Steps and one QMHP with Green Doors. The team will have a SOAR Specialist to assist with accessing benefits and a Certified Peer Specialist to assist with engagement and ongoing support. Consumers served by this team will also have access to nursing, psychiatric services and integrated care services.

Staff will engage consumers in their natural environment and provide them with "hands on" support and assistance to help them live in the community. The team will work collaboratively with the existing community engagement teams to identify eligible consumers and to develop engagement strategies to assist consumers with housing stability and intensive wrap around services.

Consumers will have access to a variety of services such as intensive housing stability services, benefits counseling and support, peer support services, furniture assistance, rental assistance, utility assistance, psychosocial rehabilitation, life skills training, medication management, substance abuse treatment, crisis support, 24 hour case management support, nursing

Created 11/25/2015 8:46:00 AM

Last Modified, If Applicable 6/17/2016 1:16:00 PM

Program Work Statement

Contract Start Date 11/1/2014 **Contract End Date** 12/31/2017

services, psychiatric treatment, primary care services and medications.

System for Collecting and Reporting Program Data

ATCIC staff is responsible for documenting all services into their electronic medical record system within 24 hours of service delivery. ATCIC's electronic medical record system (AZ) has multiple features to assist in data mining efforts and reporting. In addition, as a homeless services provider, ATCIC will enter data for all clients enrolled in this program into the Homelessness Management Information System (HMIS), as required. ATCIC will follow the HMIS Data Quality Assurance Plan and the policies and procedures as it relates to usage, data entry requirements, confidentiality and other usage terms as applicable. Assigned staff is responsible for monitoring the data entered in the system and data validation reports. ATCIC will monitor data entry to ensure high validity and data accuracy.

As required by the City of Austin, consumer needs will be assessed using the Adult Needs and Strengths Assessment (ANSA) several times throughout the year. As the Local Mental Health Authority in Travis County, ATCIC has been delegated the responsibility by the DSHS Council to use and implement this standardized tool as part of the provision of services. Certification is required to perform the ANSA. Therefore, all staff have been certified to perform this assessment and all consumers served are assessed using this tool.

ATCIC will work with the City of Austin to fulfill any additional reporting requirements deemed necessary to meet metrics and milestones for this Medicaid 1115 Waiver project.

Performance Evaluation

ATCIC's executive leadership team meets every month to review agency outcomes and trends. Data is used to assess program performance, service gaps, and patterns and to outline areas of opportunity.

Quality Improvement

ATCIC's Board of Directors reviews program performance by using a dash board to insure performance measures are met. Quality Improvement Plans are developed and monitored closely when an area is not meeting expectation to insure corrective actions are effective.

Service Coordination with Other Agencies

This team will complement the Home Front Team and will provide a Qualified Mental Health Professional to Green Doors. All staff members will be managed by the ATCIC Practice Manager and 2 Program Managers responsible for oversight of the ACT team in close relationship with the management of Front Steps and Green Doors. Together with the existing staff in the aforementioned teams, the proposed staffing will provide sufficient coverage to meet the 1-10 staffing ratio.

Weekly team meetings will be held with the staff and their prospective teams to review potential referrals and coordinate care. All referrals will be approved by a program manager responsible for the oversight of this project. ATCIC staff will assume the responsibility for performance reporting and data entry into HMIS, for this project.

The relationship between housing providers and the ACT Team will be structured and operate in accordance with the principles of Housing First/Permanent Supportive Housing, which calls for a division of the roles and responsibilities of the Landlord/property manager and the service delivery team. This differentiation allows for the property manager to assume the role of enforcing the regulations of the lease while the supportive service teams assist the individual in learning skills to maintain housing stability. The service team role will be to respond to the consumers' needs and to facilitate the relationship between the property manager and the consumer. The team will be responsive to the landlords' concerns and will assist with crisis intervention when needed. The team works closely with landlords to identify concerns or behaviors prior to concerns becoming lease violations. The team will intervene early to prevent the consumer from violating the lease and will assist with lease violation resolutions if needed.

The team will provide landlords with a 24-hour contact phone number for emergencies and will respond immediately. The case manager to client ratio of 1:10 will allow for the intensive, individualized services needed to maintain a positive relationship with consumers and landlords.

Created 11/25/2015 8:46:00 AM

Last Modified, If Applicable 6/17/2016 1:16:00 PM

Program Work Statement

Contract Start Date 11/1/2014 *Contract End Date* 12/31/2017

Service Collaboration with Other Agencies

No subcontractor partnership is funded under this application. ATCIC has multiple formal and informal partnerships that will be leveraged for the provision of services to the target population. Among the partnerships is the relationship with CommUnity Care as a provider of primary care services. In addition, ATCIC works closely with organizations such as Foundation Communities, Goodwill, Caritas, Salvation Army and Trinity Center among others.

Community Planning Activities

ATCIC staff will continue to be involved with our local continuum of care, and Ending Community Homeless Coalition (ECHO) and multiple workgroups. ATCIC is supporting the implementation of ECHO's coordinated assessment system via a DSHS grant and is actively engaged with the PSH Finance Leadership Committee with the City of Austin. ATCIC's CEO and Chief Program Operations Officer serve on broad based collaborative efforts that lead Austin's planning process to develop strategies to address homelessness and behavioral health.

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	11/1/2014	10/1/2015	10/1/2016	11/1/2014
<i>End Date</i>	9/30/2015	9/30/2016	12/31/2017	12/31/2017

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	8	55	60	60
2	Unduplicated number of (new) individuals with comorbid conditions served	8	40		48
3	Number of individuals with trimorbid conditions served (unduplicated within each Period, but not necessarily over total contract)		15		15

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals with co-morbid conditions receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment		5	8	13
	Number of individuals with co-morbid conditions receiving specialized interventions for at least 12 months		23	40	63
	Percentage of individuals with co-morbid conditions receiving specialized interventions for at least 12 months who demonstrate improved functional status on the ANSA		21.74	20	20.63
	Number of individuals with tri-morbid conditions receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment			3	3
	Number of individuals with tri-morbid conditions receiving specialized interventions for at least 12 months			15	15
	Percentage of individuals with tri-morbid conditions receiving specialized interventions for at least 12 months who demonstrate improved functional status on the ANSA			20	20

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 11/18/2015 4:32:00 PM Last Modified, If Applicable: 7/12/2016 4:57:00 PM

Program Performance Measures

** Goal Served May Include Carry-Over From Previous Period*

*** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be \leq Sum of Periods)*

Created: 11/18/2015 4:32:00 PM Last Modified, If Applicable: 7/12/2016 4:57:00 PM

Program Budget and Narrative

	<i>I</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start 11/1/2014 Contract End 12/31/2017</i>
Period Start Date	11/1/2014	10/1/2015	10/1/2016	
Period End Date	9/30/2015	9/30/2016	12/31/2017	Total
Salary plus Benefits	\$219,373.00	\$376,067.00	\$979,886.00	\$1,575,326.00
General Operations Expenses	\$108,925.00	\$154,178.00	\$269,784.00	\$532,887.00
Program Subcontractors	\$0.00	\$0.00	\$0.00	\$0.00
Staff Travel	\$800.00	\$800.00	\$3,200.00	\$4,800.00
Conferences	\$800.00	\$800.00	\$1,500.00	\$3,100.00
Operations SubTotal	\$110,525.00	\$155,778.00	\$274,484.00	\$540,787.00
Food and Beverages for Clients	\$1,167.00	\$2,000.00	\$1,000.00	\$4,167.00
Financial Direct Assistance to Clients	\$82,935.00	\$156,155.00	\$30,770.00	\$269,860.00
Other Assistance Amount	\$0.00	\$0.00	\$57,204.00	\$57,204.00
Direct Assistance SubTotal	\$84,102.00	\$158,155.00	\$88,974.00	\$331,231.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$414,000.00	\$690,000.00	\$1,343,344.00	\$2,447,344.00
Total Period Percentage	16.92	28.19	54.89	

Detailed Budget Narrative

Salaries plus Benefits	Salaries with associated FICA, Worker's Comp, Health, Unemployment and Life Insurance
General Op Expenses	Program and operating supplies/equipment, occupancy, software and computers, communication, interpreter services, audit, insurance, training, printing, copying and marketing expenses, in-region travel and administrative expenses, programmatic expenses for client recreation, utilities, parking, pest control, postage, subscription fees, license fees, janitorial expenses
Program Subcontractors	
Staff Travel	Staff transportation, travel expenses, and per diem for conferences and training outside of Travis County
Conferences	Conference and training registration/fees outside of Travis County
Food and Beverage	Groceries for clients
Financial Assistance	Additional supports provided to/for clients in the form of rent subsidies, deposits, housing location expenses, utilities, household items, furniture, transportation, medical assistance and supplies, identification, other items to assist with housing stability such as bedbug treatment or legal fees
Other Assistance	Credited amounts for Program Income, typically Medicaid reimbursed expenses
Capital Outlay	



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN TRAVIS COUNTY MENTAL HEALTH & MENTAL RETARDATION CENTER
DBA
AUSTIN TRAVIS COUNTY INTEGRAL CARE
FOR
SOCIAL SERVICES**

CONTRACT NO. NA150000055

CONTRACT AMOUNT: \$1,380,000

This Contract is made by and between the City of Austin ("City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Austin Travis County Mental Health & Mental Retardation Center *dba* Austin Travis County Integral Care ("Contractor"), a Texas non-profit corporation, having offices at 1430 Collier Street, Austin, TX 78702.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Contractor. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the Program Work Statement, attached hereto as Exhibit A.1.

1.2 Responsibilities of the Contractor. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Program Work Statement. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 Designation of Key Personnel. City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 City's Contract Manager, Vella Karman, or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Darilynn Cardona-Beiler, Practice Administrator, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty (30) months beginning November 1, 2014 and ending April 30, 2017. There are no authorized extension options.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in Exhibit A.1, Program Work Statement in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by City under this Contract for the thirty (30) month term shall not exceed the amount approved by City Council, which is \$1,380,000 (*One Million Three Hundred Eighty Thousand dollars*), for a total Contract amount of \$1,380,000. Continuation of the Contract beyond the initial thirty (30) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the CITY under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the CITY **prior** to the submission of the CONTRACTOR'S first monthly billing to the CITY following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the program period of November 1, 2014 through September 30, 2015, the payment from the City to the Contractor shall not exceed \$414,000 (*Four Hundred Fourteen Thousand dollars*);

4.1.2.2 For the program period of October 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$690,000 (*Six Hundred Ninety Thousand dollars*);

4.1.2.3 For the program period of October 1, 2016 through April 30, 2017, the payment from the City to the Contractor shall not exceed \$276,000 (*Two Hundred Seventy Six Thousand dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by City's Contract Manager of Contractor's fully completed "Payment Request" and "Monthly Expenditure Report", using the forms shown at <http://www.ctkodm.com/austin/>. The payment request and expenditure report must be submitted to the City's Contract Manager no later than fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **Contractor must provide the City with supporting documentation for each monthly Payment Request to include, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system.** Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation from time to time, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All proper requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract.

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to City any funds paid under this Contract which City determines have resulted in overpayment to Contractor or which City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due Contractor, and City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with City guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current program period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Program Work Statement. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).
5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization."

1. Alteration, construction, or relocation of facilities
2. Contingency provisions (funds). (Excludes self-insurance reserves and pension funds)
3. Depreciation.
4. Entertainment costs
5. Equipment and other capital expenditures.
6. Fundraising, development, and investment management costs
7. Idle facilities and idle capacity
8. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
9. Organization costs (costs in connection with the establishment or reorganization of an organization)
10. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
11. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
12. Selling and marketing
13. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
5. Deferred costs
6. Donations and contributions including donated goods or space
7. Fines and penalties (including late fees)
8. Goods or services for officers' or employees' personal use
9. Housing and personal living expenses for organization's officers or employees
10. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
11. Lobbying or other expenses related to political activity
12. Losses on other agreements or contracts or casualty losses
13. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> no later than fifteen (15) calendar days following the end of the month covered by the request and expenditure report. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract closeout report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.4 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.5 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 Contractor shall provide City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.3 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of minutes of those meetings.

4.12 **Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12. Approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations, in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit

and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 **Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, and perform an annual physical inventory of all such property and report this information in the Annual Summary (close out) report due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by

the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on every employee or volunteer whose duties place him or her in contact with children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow any employee or volunteer to be in direct contact with children, seniors 55 and older, or persons with IDD if the employee or volunteer would be barred from contact under the rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Health and
Human Services Department
Community Services Division

To the Contractor:

Austin Travis County Mental
Health & Mental Retardation
Center dba Austin Travis

With copy to:

City of Austin Health and Human
Services Dept.

County Integral Care

ATTN: Stephanie Hayden,
Assistant Director

7201 Levander Loop, Bldg. H
Austin, TX 78702

ATTN: David Evans,
Executive Director

1430 Collier Street
Austin, TX 78702

ATTN: Carlos Rivera,
Director

7201 Levander Loop, Bldg. E
Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees

equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Contract.

8.20 Living Wage Policy

[Reserved]

8.21 Subcontractors.

8.21.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

8.21.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.2.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**AUSTIN TRAVIS COUNTY MENTAL HEALTH
MENTAL RETARDATION CENTER DBA
AUSTIN TRAVIS COUNTY INTEGRAL CARE**

Signature: [Signature]

Name: David Evans
Printed Name

Title: Chief Executive Officer

Date: March 30, 2015

CITY OF AUSTIN

Signature: [Signature]

Name: Teresa Reddy
PURCHASING OFFICE

Date: 4/20/15

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D – Homeless Management Information System (HMIS) Reporting Requirements

Program Work Statement

Contract Start Date

11/1/2014

Contract End Date

4/30/2017

Program Goals And Objectives

ATCIC will provide individualized intensive services using the principles of an Assertive Community Treatment (ACT) Team. This team will provide intensive community based services to at least 48 individuals with history of chronic homelessness and multiple health conditions. The proposed program will expand the existing 1115 Waiver Housing First City ACT Team, and embed ATCIC staff within Front Step's Home Front team and Green Doors' supportive services team to serve more individuals with complex needs. This program will serve chronically homeless individuals as well as those who have been chronically homeless and are currently at risk of losing stable housing. Finally, it will expand Austin's housing stock by adding 18 units of PSH for chronically homeless individuals. The goal is to serve those who require intensive supports to obtain and/or maintain housing in order to achieve wellness and recovery.

Program Clients Served

Consumers will have access to this program via the Coordinated Assessment System or by direct referral from Green Doors or housing providers needing supports to maintain a consumer in housing. Using high utilizer lists from the Downtown Austin Community Court (DACC), Austin Resource Center for the Homeless (ARCH) and Utilization Management (UM) and/or Coordinated Assessment, the team will identify vulnerable consumers and high users of services. All services provided will be free of charge to the consumer. Individuals served by this program will be at or below 30% area median income experiencing severe barriers to housing stability.

ATCIC will provide services to individuals who have been chronically homeless and who have co-occurring psychiatric, substance abuse and/or chronic medical conditions and are in need of additional support systems.

-100% of all individuals served must be uninsured or utilize Medicaid.

-100% of all individuals served must be assessed using the Adult Needs and Strengths Assessment (ANSA) at entry and at least once every twelve months or prior to exit.

Per Exhibit A.3, Client Eligibility Requirements, clients served in this program fall into the homeless category, therefore residency requirements and income requirements outlined in Exhibit A.3 do not apply. Due to the challenging nature of engaging individuals in this program, all formal eligibility documents are to be completed within 2 months of program entry.

Program Services And Delivery

ACT provides treatment, rehabilitation and support services to consumers who typically have a history of multiple hospitalization treatments, chronic health conditions, criminal justice involvement and chronic homelessness. ACT services include supported housing and co-occurring psychiatric and substance use disorder services as well as medical services. The team maintains a small consumer-to-staff caseload ratio of ten-to-one, and provides mobile services to homeless or formerly homeless individuals.

Nine staff will provide a variety of services such as intensive case management, rehabilitation services, and psychiatric services to the individuals served. Qualified Mental Health Professionals (QMHP) will be embedded within the Home Front Team and Green Doors to provide behavioral health services, housing supports and to leverage resources provided by ATCIC's array of services. One QMHP will be embedded with Front Steps and one QMHP with Green Doors. The team will have a Client Benefits Officer to assist with accessing benefits and a Certified Peer Specialist to assist with engagement and ongoing support. Consumers served by this team will also have access to nursing, psychiatric services and integrated care services.

Staff will engage consumers in their natural environment and provide them with "hands on" support and assistance to help them live in the community. The proposed team will work collaboratively with the existing community engagement teams to identify eligible consumers and to develop engagement strategies to assist them with housing stability and intensive wrap around services. The proposed team already serves the target population and this opportunity will provide the resources to serve them with the intensity of services needed.

Consumers will have access to a variety of services such as: Intensive housing stability services, benefits counseling and support, peer support services, furniture assistance, rental assistance, utility assistance, psychosocial rehabilitation, life skills training, medication management, substance abuse treatment, crisis support, 24 hour case management support, nursing services, psychiatric treatment, primary care services and medications.

Created 1/6/2015 12:57:00 PM

Last Modified, If Applicable 3/6/2015 1:49:00 PM

Program Work Statement

Contract Start Date 11/1/2014 **Contract End Date** 4/30/2017

System for Collecting and Reporting Program Data

ATCIC staff is responsible for documenting all services into our electronic medical record system within 24 hours of service delivery. ATCIC's electronic medical record system (AZ) has multiple features to assist in data mining efforts and reporting.

In addition, as a homeless services provider, ATCIC will enter data for all clients enrolled in this program into the Homelessness Management Information System (HMIS), as required. ATCIC will follow the HMIS Data Quality Assurance Plan and the policies and procedures as it relates to usage, data entry requirements, confidentiality and other usage terms as applicable. Assigned staff are responsible for monitoring the data entered in the system and data validation reports. ATCIC will monitor data entry to ensure high validity and data accuracy.

As required by the City of Austin, consumer Adult Needs and Strengths Assessment (ANSA) scores will be reported several times throughout the year. As the Local Mental Health Authority in Travis County, ATCIC has been delegated the responsibility by the DSHS Council to use and implement this standardized tool as part of the provision of services. Certification is required to perform the ANSA. Therefore, all staff has been certified to perform this assessment and all consumers served are assessed using this tool.

Performance Evaluation

ATCIC's executive leadership team meets every month to review agency outcomes and trends. Data is used to assess program performance, service gaps, and patterns and to outline areas of opportunity.

Quality Improvement

ATCIC's Board of Directors reviews program performance by using a dash board to insure performance measures are met. Quality Improvement Plans are developed and monitored closely when an area is not meeting expectation to insure corrective actions are effective.

Service Coordination with Other Agencies

This team will complement the existing City ACT Team, the Home Front Team and will provide a Qualified Mental Health Professional to Green Doors. All staff members will be managed by the same program manager responsible for the oversight of the existing ACT team in close relationship with the management of Front Steps and Green Doors. Together with the existing staff in the aforementioned teams, the proposed staffing will provide sufficient coverage to meet the 1-10 staffing ratio.

Weekly team meetings will be held with the staff and their prospective teams to review potential referrals and coordinate care. All referrals will be approved by the program manager responsible for the oversight of this project. ATCIC staff will assume the responsibility for performance reporting and data entry into HMIS, for this project.

The relationship between housing providers and the ACT Team will be structured and operate in accordance with the principles of Housing First/Permanent Supportive Housing, which call for a division of the roles and responsibilities of the Landlord/property manager and the service delivery team. This differentiation allows for the property manager to assume the role of enforcing the regulations of the lease while the supportive service teams assist the individual in learning skills to maintain housing stability. The service team role will be to respond to the consumers' needs and to facilitate the relationship between the property manager and the consumer. The team will be responsive to the landlords concerns and will assist with crisis intervention when needed. The team will work closely with landlords to identify concerns or behaviors prior to concerns becoming lease violations. The team will intervene early to prevent the consumer from violating the lease and will assist with lease violation resolutions if needed.

The team will provide landlords with a 24-hour contact phone number for emergencies and will respond immediately. The case manager to client ratio of 10:1 will allow for the intensive, individualized services needed to maintain a positive relationship with consumers and landlords.

No subcontractor partnership is funded under this application. ATCIC has multiple formal and informal partnerships that will be leveraged for the provision of services to the target population outlined in this RFP. Among the partnerships is the relationship with CommUnity Care as a provider of primary care services. In addition, ATCIC works closely with

Created 1/6/2015 12:57:00 PM

Last Modified, If Applicable 3/6/2015 1:49:00 PM

Program Work Statement

Contract Start Date 11/1/2014 ***Contract End Date*** 4/30/2017
organizations such as Foundation Communities, Goodwill, Caritas, Salvation Army and Trinity among others.

Service Collaboration with Other Agencies

As part of this collaborative agreement, Front Steps will augment the availability of housing stock via a Memorandum of Understanding (MOU) with the Mulholland Group (TMG) Group. This agreement will add 10 units of PSH at one site and an MOU for additional new units of PSH should funding become available. In addition, Green Doors has committed 8 units to augment the number of housing first units available to the target population.

Community Planning Activities

ATCIC staff will continue to be involved with our local continuum of care, and Ending Community Homeless Coalition (ECHO) and multiple workgroups. ATCIC is supporting the implementation of ECHO's coordinated assessment system via a DSHS grant and is actively engaged with the PSH Finance Leadership Committee with the City of Austin. ATCIC's CEO and Chief Program Operations Officer serve on broad based collaborative efforts that lead Austin's planning process to develop strategies to address homelessness and behavioral health.

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	11/1/2014	10/1/2015	10/1/2016	11/1/2014
<i>End Date</i>	9/30/2015	9/30/2016	4/30/2017	4/30/2017

<i>Outputs</i>		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	8	40		48

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	The number of individuals with co-morbid conditions receiving specialized interventions who demonstrate improvement from baseline to annual functional assessment		2	8	10
	The number of individuals with co-morbid conditions receiving specialized interventions		8	40	48
	The percentage of individuals receiving specialized interventions who demonstrate improved functional status on the ANSA		25	20	20.83

City of Austin Health and Human Services Social Service Contracts Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - ◆ Annual certification of client eligibility
 - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
 - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - ◆ A government –issued identification; or
 - ◆ A signed Self-Declaration of Identity supported by client residency documentation

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - ◆ Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)
 - U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - ◆ For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:
 - (1) **Included Income:**
 - (A) Temporary Assistance for Needy Families (TANF);
 - (B) Money, wages and salaries before any deductions;
 - (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
 - (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
 - (B) The sale of property, a house, or a car;
 - (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;
 - (D) Tax refunds, gifts, loans, and lump-sum inheritances;
 - (E) One-time insurance payments or compensation for injury;
 - (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
 - (G) Food or housing received in lieu of wages;
 - (H) The value of food and fuel produced and consumed on farms;
 - (I) The imputed value of rent from owner-occupied non-farm or farm housing;
 - (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
 - (K) Housing assistance and combat zone pay to the military;
 - (L) Veterans (VA) Disability Payments;
 - (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
 - (N) Child support payments.
- Client income amounts must reflect *Gross Income*, before any deductions
 - If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
 - Client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>11/1/2014 4/30/2017</i>
<i>Period Start Date</i>	11/1/2014	10/1/2015	10/1/2016		
<i>Period End Date</i>	9/30/2015	9/30/2016	4/30/2017		<i>Total</i>
<i>Salary plus Benefits</i>	\$219,373.00	\$376,067.00	\$188,036.00		\$783,476.00
<i>General Operations Expenses</i>	\$108,925.00	\$154,178.00	\$68,095.00		\$331,198.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$800.00	\$800.00	\$0.00		\$1,600.00
<i>Conferences</i>	\$800.00	\$800.00	\$0.00		\$1,600.00
<i>Operations SubTotal</i>	\$110,525.00	\$155,778.00	\$68,095.00		\$334,398.00
<i>Food and Beverages for Clients</i>	\$1,167.00	\$2,000.00	\$1,000.00		\$4,167.00
<i>Financial Direct Assistance to Clients</i>	\$82,935.00	\$156,155.00	\$18,869.00		\$257,959.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$84,102.00	\$158,155.00	\$19,869.00		\$262,126.00
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Total</i>	\$414,000.00	\$690,000.00	\$276,000.00		\$1,380,000.00
<i>Total Period Percentage</i>	30	50	20		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	<i>Salaries with associated FICA, Worker's Comp, Health, Unemployment and Life Insurance</i>
<i>General Op Expenses</i>	<i>Program and operating supplies/equipment, occupancy, communication, interpreter services, audit, insurance, training, printing, copying and marketing expenses, in-region travel and administrative expenses</i>
<i>Program Subcontractors</i>	
<i>Staff Travel</i>	<i>Staff travel expenses for conferences and training outside of Travis County</i>
<i>Conferences</i>	<i>Conference and training expenses outside of Travis County</i>
<i>Food and Beverage</i>	<i>Groceries for clients</i>
<i>Financial Assistance</i>	<i>Additional supports provided to/for clients in the form of rent subsidies, deposits, utilities, household items, furniture, transportation, medical assistance, identification or other items to assist with housing stability</i>
<i>Other Assistance</i>	
<i>Capital Outlay</i>	

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:


Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30 day of March, 2015

CONTRACTOR
Authorized
Signature

David Evans


Title

Chief Executive Officer

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.